

# Fraternal Order of Police

## Metropolitan Police Labor Committee

1524 Pennsylvania Ave., S.E.

Washington, DC 20003

(202) 548-8300 Fax (202) 548-8306

### GOVERNMENT OF THE DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD



Metropolitan Police Department, Agency )

And )

Fraternal Order of Police/ )

Metropolitan Police Labor Committee, Petitioner )

PERB Case No. 02-U-11

1. On June 10, 2001, Charles H. Ramsey, Chief of the Metropolitan Police Department initiated a reorganization of the Special Investigations Division/Office of Superintendent of Detectives. Chief Ramsey did so unilaterally. He did not provide the union with an opportunity to negotiate over the impact of this change in the terms and conditions of employment for the affected employees.
2. On or about December 20, 2001 the department issued a teletype transferring scores of bargaining unit members to the newly organized organizational element. Some bargaining unit members who were selected desired the transfers, some bargaining unit members who wanted to transfer to the new element were not selected and some members who were selected did not desire to be transferred.
3. The union filed a group grievance (exhibit #1) on January 16, 2002. The grievance alleges a violation of Article 48, Section 5, of the Collective Bargaining Agreement (exhibit #2) in effect between the parties which provides; "*Section 5 All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control. However, when a Departmental order or regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiation.*" (emphasis added)
4. In a letter to the Chairman of the Union, dated February 11, 2002, (exhibit #3) Chief Ramsey responded to the group grievance. The Chief agrees to engage in impact bargaining, but refuses to rescind the reorganization.
5. The union is entitled to engage in collective bargaining for its members under § 1-617.11 of the District of Columbia Code. It is a clear and settled principle of good faith bargaining that an employer cannot unilaterally implement a change in terms and conditions of employment before completing impact bargaining. The fact that the Chief of Police unilaterally implemented this change without notice or any effort at bargaining is an Unfair Labor Practice. That he refuses to rescind the action, while admitting his obligation to bargain makes any good faith bargaining impossible.

Gerald G. Neill, Jr.  
Chairman

Gregory Greene  
Vice Chairperson


Thomas Sydnor  
Executive Steward

Mary Bonaccorsy  
Secretary

Pablo Figueroa  
Treasurer

William B. Sarvis  
Labor Consultant

6. Good faith bargaining is required by D.C. Code § 1-617.04(a)(5) as well as the Collective Bargaining Agreement between the parties. Chief of Police Charles H. Ramsey has violated the D.C. Code as cited herein by refusing to bargain in good faith over the described changes in terms and conditions of employment relating to the Special Investigations Division. Chief Ramsey also violates D.C. Code § 1-617.04(a)(5) by ignoring the Collective Bargaining Agreement, which is the product of good faith bargaining between the parties in compliance with D.C. Code § 1-617.04(a)(5).
7. The union is not pursuing a remedy to this Unfair Labor Practice in any other venue.
8. Chief of Police Charles Ramsey's address is Room 5080, 300 Indiana Ave., N.W., Washington, D.C. 20001. His telephone number is 202-727-4218.
9. **Remedy Requested:** That the Public Employee Relations Board order the Chief of Police to restore the organizational structure and the affected employees to the status they enjoyed before his unilateral decision to change their terms and conditions of employment. Further, that the Chief of Police be ordered to refrain from any future changes in the terms and conditions of employment for our members before completing impact bargaining on any such contemplated changes. That notices be posted on all bulletin boards maintained by the employer advising them that the Chief of Police has committed an Unfair Labor Practice and that the Order of the Public Employee Relations Board which would accompany any such finding be included in such notices. That such notices and findings be published in all newsletters and electronic notices circulated to the employees, by the employer.



---

Gerald G. Neill, Jr. Chairman

4/9/2002  
Date

Fraternal Order of Police  
1524 Pennsylvania Ave., S.E.  
Washington, D.C. 20003

Telephone: 202-548-8300

Facsimile: 202-548-8306

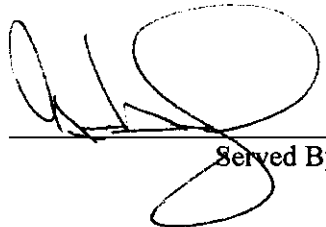
Certificate of Service

This is to certify that a copy of this amended complaint was delivered by facsimile to the office of:

Charles Ramsey  
Chief of Police  
Room 5080  
300 Indiana Ave. N.W.  
Washington, D.C. 20001

Facsimile No: 202-727-9524

3/9/2002  
Date Served

  
Served By

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
PUBLIC EMPLOYEE RELATIONS BOARD**

METROPOLITAN POLICE  
DEPARTMENT  
02 MAR 28 PM 3:07  
CHIEF OF POLICE

Metropolitan Police Department,	Agency	)	
		)	
And		)	
		)	PERB Case No. 02-U-11
Fraternal Order of Police/		)	
Metropolitan Police Labor Committee,	Petitioner	)	

**RESPONSE TO RESPONDENT'S ANSWER TO UNFAIR LABOR PRACTICE  
COMPLAINT**

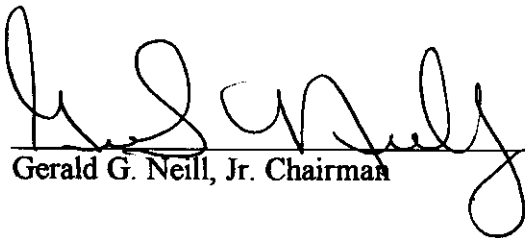
1. The Union hereby responds to the Agency's answer to the Union's Unfair Labor Practice Complaint. While the Union believes a hearing provides the best opportunity for the parties to argue their respective sides of this matter, the Union is compelled to respond to the Agency's claim contained in paragraph 1 of its answer. Therein the Agency claims that the Union "...specifically agreed not to file an unfair labor practice complaint regarding the reorganization". The Agency included a submission labeled, "Agency Exhibit A" to support its claim. That defense is wrong, as a matter of fact.

Agency Exhibit A, is an agreement between the parties, which was reached on November 2, 2001. That Memorandum of Agreement refers to the selection of officers for advancement to the position of Investigator, not the selection of Investigators or Detectives Grades One and Two to fill vacancies in the newly formed Violent Crimes Branch. In fact, the Union agreed not to file an Unfair Labor Practice Complaint against the Agency for selecting employees for advancement in accordance with the procedures described in the first four paragraphs of the Memorandum of Agreement. Further, the

RECEIVED  
02 MAR 28 PM 5:16  
PUBLIC EMPLOYEE  
RELATIONS BOARD

Agency promised to make assignments to the Violent Crimes Branch in accordance with the General Order dealing with Special Assignment Positions. It did not do so.

3. The Union was compelled to seek the enforcement authority of the Public Employee Relations Board by filing Unfair Labor Practice Complaint No. 02-U-11 when it became convinced that the Agency was refusing to comply with the negotiated Labor Agreement and subsequently negotiated Memorandums of Agreements, including the one at issue in this case.



Gerald G. Neill, Jr. Chairman

3/28/2002  
Date

Fraternal Order of Police  
1524 Pennsylvania Ave., S.E.  
Washington, D.C. 20003  
Telephone: 202-548-8300  
Facsimile: 202-548-8306

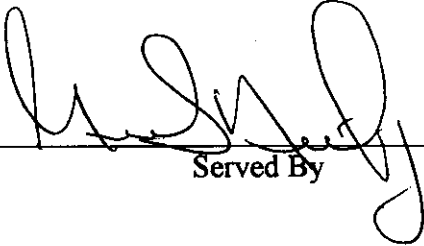
## Certificate of Service

This is to certify that a copy of this complaint was transmitted by facsimile to the office of:

Charles Ramsey  
Chief of Police  
Room 5080  
300 Indiana Ave. N.W.  
Washington, D.C. 20001

Facsimile Number: 202-727-9524

3 12/8/2001  
Date Served

  
Served By

[illegible]**Respondent Agency.**

**) (SID Reorganization)**

Agency, by and through its undersigned representative, hereby makes the following response to the Unfair Labor Practice Complaint.

- <sup>1</sup> Agency will identify each paragraph by number and respond thereto.

2. Agency **admits** the allegation of paragraph #2 that on or about December 20, 2001 it issued a teletype transferring bargaining unit members to the new organizational element. Agency is without knowledge to respond to the remaining allegations of paragraph #2, i.e., that some members' desires were not met in the reassignment process. But, assuming them to be true, this is no basis for an unfair labor practice complaint since all detectives report to the Superintendent of Detectives and he is free to assign them as the needs of the Department dictate. "The respective personnel authorities (management) shall retain the sole right, in accordance with applicable laws and rules and regulations:

\*\*\*

(2) To hire, promote, transfer, assign ...." D.C. Official Code §1-617.08(a)

3. Agency **denies** the allegation of paragraph #3 that the Union filed a group grievance on January 16, 2002 that alleged a violation of Article 48, Section 5 of the Collective Bargaining Agreement (CBA) between the parties.<sup>2</sup>
4. Agency **admits** the allegation of paragraph #4 i.e., that the language cited there is a correct reproduction of Article 48, Section 5 of the CBA.
5. Agency **admits** the allegation of paragraph #5 that the Chief of Police responded to the grievance, requested that the Union submit its proposals for impact bargaining but refused to rescind the action to reassign detectives. Agency further points out that impact bargaining had already taken place. See Paragraph 1.
6. Agency **admits** the allegation contained in the first sentence of paragraph #6 that the Union by law is entitled to engage in collective bargaining for its members.
- Agency **denies** the allegation contained in the second sentence that "an employer

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<sup>2</sup> The grievance was dated and filed on January 17, 2002.



cannot unilaterally implement a change in terms and conditions of employment before completing impact bargaining” as it calls for a conclusion of law which can only be determined in a specific factual scenario. Agency **denies** the allegation contained in the third sentence that the Chief of Police implemented this change without notice or any effort at bargaining. See Agency Exhibit A. Also, the Chief of Police after satisfying his legal obligation to bargain, was willing to again enter into negotiations and asked the Union to submit its proposals. **Union Exhibit 3.** The Union failed to submit any proposals and therefore has waived its right -- if it had any at this juncture – to engage in impact bargaining.

7. Agency states that to its knowledge the Union is not pursuing a remedy to this allegation of unfair labor practice in any other venue.
8. Paragraph #8 contains the remedy requested and does not require denial or admission.

### ARGUMENT

#### **The Union’s Filing is Untimely**

The Union states in its Complaint that the Chief of Police unilaterally reorganized the Special Investigations Division, Office of Superintendent of Detectives, on June 10, 2001. Rule 520.4 of the Board requires the filing of a Complaint of unfair labor practice to be submitted within 120 days of the action complained of. **Unfair labor practice complaints shall be filed not later than 120 days after the date on which the alleged violations occurred.** (Emphasis in the original.)

This was a public action and there is no claim by the Union that the action was kept secret, or attempted to be kept secret, by the Chief of Police. The time limit for filing an initial action is jurisdictional.

Rule 501.1 The rules of the Board shall be construed broadly to effectuate the purposes and provisions of the CMLPA. When an act is required or allowed to be done within a specified time by these rules, the Board, Chair or the Executive Director shall have the discretion, upon timely request therefore, to order the time period extended, or reduced to effectuate the purposes of the CMLPA, except that no extension shall be granted for the filing of initial **pleadings**.

Emphasis in the original. Failure to file, timely, results in the Board not having jurisdiction of the matter. *AFGE Local 2725 v. DCHA*, PERB Case Nos. 98-U-20, 99-U-05, 99-U-12, Opinion No. 595, 46 DCR 7002 (1999). Consequently, since the time limit for filing a Complaint based on the reorganization expired on or about October 11, 2001, the Board is without jurisdiction over this matter.

**There can be No unfair Labor Practice Since the Parties Negotiated over the Reassignments and Signed the Resulting Agreement**

Agency Exhibit A, dated November 2, 2001, is a two page, seven paragraph, document signed by Terrance W. Gainer, Executive Assistant Chief, and Gerald G. Neill, Chairman, FOP. It is entitled "Proposed Agreement Relative to the Investigator Selection Process and the Pending Promotional Process to the Rank of Sergeant and Lieutenant". Paragraph #6 reads as follows:

*The FOP/MPD Labor Committee recognizes that the Department has announced the formation of a Violent Crimes Branch within the Office of the Superintendent of Detectives. While not endorsing every aspect of this centralization, and while recognizing the Department is announcing vacancies (see attachment 2) in the*

*Violent Crimes Branch and has established procedures for selection, agrees in conjunction with these understandings, not to file an unfair labor practice regarding the selection of investigator, Detective II and Detective I selection process for the Violent Crimes Branch, which shall be handled in accordance with the General order dealing with Special Assignment Positions.*

Attachment 2 is a memorandum from Alfred J. Broadbent, Sr., Assistant Chief of Police, to Director, Human Services, on the subject of "Vacancy Announcement for 48 Detective/Investigators for the Office of the Superintendent of Detectives, Violent Crimes Branch". Subsequent thereto, on December 21, 2001, Terrance W. Gainer, Executive Assistant Chief of Police issued a Teletype assigning 47 detectives and one Special Police Officer to the Violent Crimes Branch, among other actions. **Agency Exhibit B.** Clearly then, the November 2, 2001 Agreement signed by the FOP Chairman, which referenced attachment 2 thereto, which in turn specified the movement of 48 detectives/investigators to the Violent Crimes Branch, which was executed by the Teletype of December 21, 2001, may not now be claimed by the Union to be an action taken without negotiation.

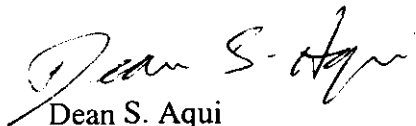
In sum, pursuant to the November 02, 2001, agreement, the Department fully satisfied its obligation to engage in impact and effect bargaining on the assignment of the 48 members to the Violent Crimes Branch.

### **Remedy Requested**

It is the epitome of bad faith bargaining for the Union to explicitly, in writing, agree not to file an unfair labor practice complaint over the 48 members selected for the Violent Crimes Branch and then turn around and do precisely what it agreed not to do. And then to have the audacity to run to the Board to enlist its support for an action and position that strikes at the heart of good faith collective bargaining. This blatant attempt

to have the Board be an accomplice in the tarnishing of its credibility must be harshly rejected. Consequently, for this total and aggravated rejection of a mutual written agreement, the Agency asks that the Board rule the Union guilty of an unfair labor practice and allow the Agency to post an appropriate Notice at the direction of the Board.

Respectfully submitted,

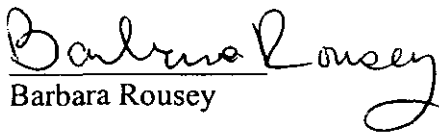


Dean S. Aquino  
Agency Representative  
300 Indiana Avenue  
Room 5004  
Tel: (202) 724-4253  
Fax: (202) 727-1109

#### CERTIFICATE OF SERVICE

I hereby certify that the above ANSWER TO UNFAIR LABOR PRACTICE COMPLAINT was sent via U.S. Mail, first class, prepaid, and facsimile this 12<sup>th</sup> day of March, 2002, to:

Gerald G. Neill, Jr.  
Chairman  
Fraternal Order of Police  
1524 Pennsylvania Avenue, SE  
Washington, D.C. 20003  
Fax: (202) 548-8306



Date:

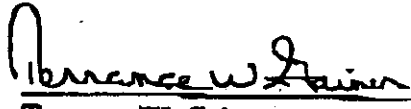
November 2, 2001

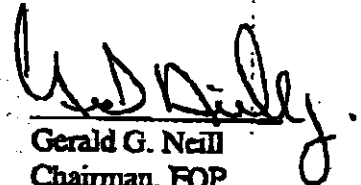
**PROPOSED AGREEMENT RELATIVE TO THE INVESTIGATOR SELECTION  
PROCESS AND THE PENDING PROMOTIONAL PROCESS TO THE RANK  
OF SERGEANT AND LIEUTENANT**

1. The Department will immediately initiate personnel actions to facilitate payment to all members identified as investigators or acting investigators. Additionally, any members assigned as investigators or acting investigators, henceforth shall be compensated immediately in accordance with the Labor Agreement. (See attached letter of October 29, 2001, attachment 1)
2. Effective with the initiation of the next promotional examination for investigator, the Department shall remove the requirement that members receiving adverse action within a three (3) year period be excluded from taking the examination. Further, that any future prohibitions regarding discipline shall be applied consistent with the Labor Agreement.
3. The Department will continue to comply with G.O. 201.1 when an investigator is being considered for Detective Grade Two. Specifically, one-year vice law enforcement experience may be substituted for the required one year of general investigative service.
4. Effective with implementation of the next investigator examination, the Department shall remove the requirement that members have an outstanding suitability rating to be eligible to take the examination. It is agreed that a satisfactory performance rating shall be substituted in lieu of outstanding. Further, that these requirements shall be documented and modified in the special order/circular, which addresses the next examination.
5. The FOP/MPD Labor Committee agrees in conjunction with the above understanding, not to file an unfair labor practice regarding the current investigator selection examination and process.
6. The FOP/MPD Labor Committee recognizes that the Department has announced the formation of a Violent Crimes Branch within the Office of the Superintendent of Detectives. While not endorsing every aspect of this centralization, and while recognizing the Department is announcing vacancies (see attachment 2) in the Violent Crimes Branch and has established procedures for selection agrees in conjunction with these understandings, not to file an unfair labor practice regarding the selection of investigator, Detective II and Detective I selection process for the Violent Crimes Branch, which shall be handled in accordance with the General Order dealing with Special Assignment Positions.

AG-EX-A

7. The Department agrees to amend the promotional circular, CIR-01-10 dated October 26, 2001 to restore, for this promotional cycle only, the requirement for time in grade for officer to Sergeant to three years and the time in grade for Sergeant to Lieutenant to one year.

  
Terrance W. Gainer  
Executive Assistant Chief of Police

  
Gerald G. Neill  
Chairman, FOP



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
METROPOLITAN POLICE DEPARTMENT

OCT 29 2001

Gerald G. Neill  
Chairman  
Fraternal Order of Police  
1524 Pennsylvania Avenue, S.E.  
Washington, D.C. 20003

Dear Chairman Neill:

This letter serves as a follow-up to our meeting last week on the status of Investigators. Attached is the matrix sorted by current assignment. The matrix is further sorted by four (4) different dispositions:

- |                               |                                                                                                                                         |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Current Investigator"</b> | -members who are currently investigators through either a department vacancy announcement or through the investigator selection process |
| <b>"Ineligible"</b>           | -members who are ineligible for advancement to investigator at this time due to not being on the current investigator selection list.   |
| <b>"Next class"</b>           | -members who ranking is less than sixty-one (61) on the current investigator selection list.                                            |
| <b>"Remain on List"</b>       | -those acting investigators who ranking is above sixty (60) on the current investigator selection list.                                 |

In addition, it has been determined that Focus Mission Team and Narcotic Strike Force and PSA officers are not eligible for acting Investigator compensation. The Superintendent of Detectives currently is compiling a list of dates in which acting investigators and current investigators became eligible for additional compensation. Once this list has been compiled, it will be forwarded to personnel in order to complete the necessary paperwork to compensate these members appropriately.

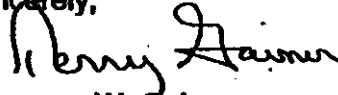
ATTACHMENT 1

P.O. Box 1606, Washington, D.C. 20013-1606

I anticipate that upon your review of this proposed resolution, you will agree that this decision will alleviate many of the complaints brought forth to you by members of your union. I look forward to your response. In addition, I look forward to your thoughts on resolving the issue of a separate Youth Investigator Selection Process.

Should you have further questions, please do not hesitate to call me at (202) 727-4363.

Sincerely,



Terrance W. Gainer  
Executive Assistant Chief of Police

Attachment



## METROPOLITAN POLICE DEPARTMENT

## Special Services Command

November 1, 2001

MEMORANDUM

TO: Director  
Human Services

THRU: Executive Assistant Chief of Police  
Office of Operational Services

*W. G. Gainer  
Concur 2 Nov 01*

SUBJECT: Vacancy Announcement for 48 Detective/Investigators for the  
Office of the Superintendent of Detectives, Violent Crimes Branch

The Chief of Police recently announced the formation of the new centralized Violent Crimes Branch with-in the Office of the Superintendent of Detectives. The primary mission of this unit will be to conduct investigations into homicides and critical injury assaults. The nature of investigations conducted in this unit will require members to work a variety of extended tours of duty.

The Chief has decided to open the vacancy to all eligible members of the department. The minimum requirements for this position are as follows:

- Must currently be a Detective or Investigator
- Able to work rotating shifts and extended tours of duty
- Must have received an "Average" or above on last Performance Rating
- Must be able to work independently with little supervision
- Should have a working knowledge of conducting complex criminal investigations
- Must be able to work well with Local, Outside and Federal Agencies to include the Office of the United States Attorney

All interested applicants shall submit a PD form 681 through their chain of command to the Director, Human Services Section.

*Alfred A. Broadbent, Sr.*  
Alfred A. Broadbent, Sr.  
Assistant Chief of Police

ATTACHMENT 2

1. REQUEST FOR <input type="checkbox"/> LOCAL LOOKOUT <input type="checkbox"/> INTERSTATE TT <input type="checkbox"/> ADMINISTRATIVE TT <input type="checkbox"/> DETAIL (See Reverse)	2. TYPE <input type="checkbox"/> ORIGINAL <input type="checkbox"/> EXPEDITE <input type="checkbox"/> ADDITIONAL <input type="checkbox"/> CANCEL <input type="checkbox"/> CORRECTION <input type="checkbox"/> REPEAT <input type="checkbox"/> REPLY	3. COMPLAINT NUMBER	6. DATE OF REQUEST December 21, 2001
		4. UNIT NUMBER 727-4363	7. REQUESTING ELEMENT OEAC
		5. <input type="checkbox"/> NOT FOR THE PRESS	8. <input type="checkbox"/> FLASH TT REQUESTED

9. TO

THE FORCE

10. NAME OF WANTED PERSON

11. WANTED BY

12. CHARGE

13. COMPLAINANT'S NAME

14. COMPLAINANT'S ADDRESS

## 15. DESCRIPTION OF WANTED PERSON OR MESSAGE

Effective Sunday, December 30, 2001, the below listed members shall be transferred as outlined:

Lieutenant David Jackson, Special Services Command to Superintendent of Detectives, Violent Crimes Unit

Lieutenant Michael Pavlik, Superintendent of Detectives, Fifth District Investigative Unit to Special Services Command

Lieutenant Guy Middleton, Superintendent of Detectives, Third District Investigative Unit to Office of the Superintendent of Detectives, Violent Crimes Unit

Lieutenant Charles V. Morris, Seventh District to Office of the Superintendent of Detectives, Fifth District Investigative Unit

Lieutenant Lamar D. Greene, Business Services Division to Office of the Superintendent of Detectives, Third District Investigative Unit

Sergeant Vincent Pugliese, Business Services to Regional Operations Command East

Sergeant Jeffrey Christy, Office of the Superintendent of Detectives, First District Investigative Unit to Violent Crimes Unit

Sergeant Roger Herron, Office of the Superintendent of Detectives, First District Investigative Unit to Violent Crimes Unit

Sergeant Michael Farrish, Office of the Superintendent of Detectives, Second District Invest. Unit to Violent Crimes Unit

Sergeant Fred Johnson, Office of the Superintendent of Detectives, Seventh District Investigative Unit to Violent Crimes Unit

Sergeant JC Young, Special Investigations Branch to Violent Crimes Unit

Sergeant Paul Wingate, Office of the Superintendent of Detectives, Fifth District Investigative Unit to Violent Crimes Unit

Sergeant Guy Poirer, Special Investigations Branch to Violent Crimes Unit

Page 1 of 2

continued...

SENDER-BADGE-ORG. ELM.	AUTHORIZED BY-BADGE-ORG.ELM.	BUREAU HEAD APPROVAL Terrance W. Gainer OEAC 0002 Executive Assistant Chief of Police <i>[Signature]</i>
COMMUNICATIONS DIVISION USE ONLY		
REMARKS	DATE AND TIME	
	FILE	
	TELETYPE NUMBER TT 12-938-01	

Distribution: 1- Communications Division

2- Element File Copy

AG-EX-B

Effective Sunday, December 30, 2001 the below listed members shall be reassigned to the Office of the Superintendent of Detectives, Violent Crimes Unit:

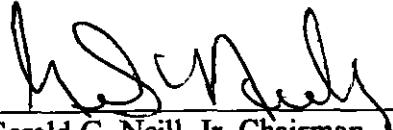
Detective Robert Alder, Seventh District  
Detective Kenneth Arrington, Seventh District  
Detective Susan Blue, Seventh District  
Detective Derrick Bowlding, Third District  
Detective James Broadbent, Sixth District  
Detective Randy Brooks, Second District  
Detective Eric Brown, Seventh District  
Detective Sean Caine, Second District  
Detective Ray Crawford, Sixth District  
Detective Mitch Credle, Fifth District  
Detective Michael Fulton, First District  
Detective Marlon Gainey, Third District  
Detective Donnita Giles, Seventh District  
Detective Lazaro Gonzalez, Third District  
Detective Elbert Griffin, Fourth District  
Detective Michael Irving, Fifth District  
Detective Willie Jefferson, Seventh District  
Detective Bryan Kasul, Fourth District  
Detective Chris Kauffman, Seventh District  
Detective Dan Lewis, Second District  
Detective Lee Littlejohn, First District  
Detective Eugene Lonon, Seventh District  
Detective Jeff Mayberry, SIB  
Detective Steve McDonald, Sixth District  
Detective Chris McWilliams, Sixth District  
Detective Jackie Middleton, Fifth District  
Detective Phillip Moore, Seventh District  
Detective Jeff Owens, Fifth District  
Detective Anthony Paci, Fourth District  
Detective Dwayne Partman, Second District  
Detective Anthony Patterson, SIB  
Detective Gina Powell, Sixth District  
Detective Carol Queen, Sixth District  
Detective Lupercio Rivera, Third District  
SPO Don Sauls, First District  
Detective Jeff Smith, Sixth District  
Detective Brett Smith, Third District  
Detective Thurman Stallings, Seventh District  
Detective Gregory Sullivan, Third District  
Detective Kevin Tighe, Fourth District  
Detective Edward Truesdale, Fifth District  
Detective Eddie Voysest, SIB  
Detective Smokey Ward, SIB  
Detective Johnny Watson, Sixth District  
Detective Daniel Whalen, Fourth District  
Detective Todd Williams, First District  
Detective Jeff Williams, Special Victims Unit  
Detective Jed Worrell, Office of Professional Responsibility

1577

PERB Case No. 02-V-15

**Remedy Requested:** That the Public Employee Relations Board order the Chief of Police to restore the organizational structure and the affected employees to the status they enjoyed before his unilateral decision to change their terms and conditions of employment. Further, that the Chief of Police be

ordered to refrain from any future changes in the terms and conditions of employment for our members before completing impact bargaining on any such contemplated changes. That notices be posted on all bulletin boards maintained by the employer advising them that the Chief of Police has committed an Unfair Labor Practice and that the Order of the Public Employee Relations Board which would accompany any such finding be included in such notices. That such notices and findings be published in all newsletters and electronic notices circulated to the employees, by the employer.



Gerald G. Neill, Jr. Chairman

2/15/2002  
Date

Fraternal Order of Police  
1524 Pennsylvania Ave., S.E.  
Washington, D.C. 20003

Telephone: 202-548-8300

Facsimile: 202-548-8306

FOP-MPD Labor Committee

EXHIBIT 1

GROUP GRIEVANCE

TO: The Chief of Police  
Charles Ramsey  
Room 5080  
300 Indiana Ave. N.W.  
Washington, D.C. 20001

As provided for in Article 19 B, Section 1, paragraph 2 of the Agreement, the FOP-MPD Labor Committee hereby submits a grievance on behalf of the following group of employees:

All Bargaining Unit Members who have been subjected to changes in the terms and conditions of their employment as a result of the reorganization of the SID/OSD. This is to include, but not be limited to, all members who have been transferred, detailed or reassigned as a result of this reorganization.

This grievance addresses all actions commencing on the date of the reorganization and is continuing, as all actions growing from the reorganization are the continuing fruits of that unilateral action by the Chief of Police.

**Provision(s) of the Agreement violated, misapplied or misinterpreted:**

Article 48, Section 5, which provides at,

*"Section 5*

*All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control. However, when a Departmental order or regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiation."* (emphasis added)

**Manner in which provision(s) was (were) violated:**

The Chief of Police announced and initiated the reorganization, which is being grieved, without providing the union with proper notice or an opportunity to negotiate over the impact of the reorganization. As a result of that action, numerous members of the bargaining unit have been transferred or reassigned to new organizational elements with, or without their consent. These transfers have been completed under a new organizational structure and through a method that was not the subject of bargaining.

Some of the individuals who have been affected by this action include; Det. David Carter; Det. Anthony McKie; Det. George DeSilva; Det. Frank Santiago; Det. Eddie Voyset; Det. Michael Baylor; Det. Jeff Mayberry and Det. Jeff Williams. The individuals identified here are some, but not all of the affected group of Bargaining Unit Members

These unilateral actions display a complete disregard for the Labor Agreement. They are continuing in nature.

**Remedy (ies) Sought:**

That all actions taken as a result of this reorganization will be rescinded. The Chief of Police will immediately enter into impact bargaining with the Union in accordance with Article 48, Section 5 of the Labor Agreement and refrain from any further actions taken without regard for the rights accorded the Union under the Labor Agreement.

\_\_\_\_\_  
Gerald G. Neill, Jr. Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eddie Voyset

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Date

# Collective Bargaining Agreement

EXHIBIT 2



Between the Government of the District of Columbia

and the

Fraternal Order of Police/Metropolitan Police Labor Committee

Effective for Fiscal Years 1998 thru 2000

## TABLE OF CONTENTS

ARTICLES	PAGE
1. Preamble	1
2. Recognition	1
3. Probationary Officers	1
4. Management Rights	1
5. No Strike Clause	2
6. Union Membership	3
7. Dues Check Off	3
8. Union/Employee Responsibilities	3
9. Rights of Employees/Union Representatives	4
10. Release of Information	6
11. Use of Department Facilities	6
12. Discipline	7
13. Investigatory Questioning	10
14. Transfers	11
15. Leave	12
16. Employee Records	12
17. Joint Safety Committee	13
18. Union Representatives on Boards	13
19. Grievance Procedure	14
20. Special Assignments	20
21. Funeral Expenses	20
22. Voluntary Changes in Shifts and Days Off	20
23. Tardiness	20
24. Scheduling	21
25. Seniority	21
26. Temporary Details and Acting Pay	22
27. Performance Evaluation	22
28. Polygraph Examinations	22
29. Blood Donation	23
30. Overtime/Compensatory Time	23
31. Dental Insurance	23
32. Optical Insurance	24
33. Prepaid Legal Plan	25
34. Health	25
35. Wages	26
36. Retention Differentials	26
37. Shift Differential	26
38. Tech Pay and other Current Special Duty and Skill Premiums	27
39. Clothing Allowance	27
40. Distribution of Agreement	27
41. Administrative Leave Off Duty Related Activities	27
42. Charitable Contributions	28
43. Physical Fitness	28
44. Employee Assistance Program	28
45. Catastrophic Illness/Injury Donation Program	29



46. Back Pay	29
47. Savings Clause	30
48. Duration and Finality of Agreement	30
Memorandum of Understanding on Roll Call Announcements	31
Memorandum of Understanding on Funds for FY98 pay increase	31

## **PREAMBLE**

### **Section 1**

This Agreement is entered into between the Metropolitan Police Department, and the FOP/MPD Labor Committee.

### **Section 2**

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the parties. Further, both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

### **Section 3**

The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained herein. The parties agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to through negotiations of this Agreement.

### **Section 4**

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Department.

Therefore, in consideration of mutual covenants and promises herewith contained, the Employer and the Union do hereby agree as follows:

## **ARTICLE 2 RECOGNITION**

The Employer recognizes the FOP/MPD Labor Committee as the exclusive representative of a unit consisting of the following employees of the Metropolitan Police Department:

All police privates, including investigators and desk sergeants, detectives, detective sergeants and police sergeants employed in the uniformed and plainclothes forces of the Metropolitan Police Department, unless unsigned to the Internal Affairs Division, excluding management executives, confidential employees, supervisors, and employees engaged in personnel work in other than a purely clerical capacity.

## **ARTICLE 3 PROBATIONARY OFFICERS**

Officers serving a probationary period shall not be entitled by virtue of this Agreement to any rights and/or privileges that exceed or are in conflict with the provisions of the Comprehensive Merit Personnel Act or any Departmental rules and regulations governing probationary employees.

## **ARTICLE 4 MANAGEMENT RIGHTS**

The Department shall retain the sole right, authority, and complete discretion to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the Metropolitan Police Department in all aspects including, but not limited to, all rights and authority held by the Department prior to the signing of this Agreement. Such management rights shall not be subject to the negotiated grievance

procedure or arbitration unless specifically abridged and abrogated in a separate distinctive article of this Agreement. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to the Department:

1. To direct employees of the Department:
2. To determine the mission, budget, organization, number of employees, number, type and grade of employees assigned, the work project, tour of duty, methods and processes by which such work is performed, technology needed, internal security practices, or relocation of facilities;
3. To relieve employees for lack of work or other legitimate reasons;
4. To hire, promote, transfer, assign and retain employees in positions within the Department;
5. To suspend, demote, discharge, grant or deny step increases and take other disciplinary actions against employees for cause;
6. To take any action necessary to carry out the mission of the Department, in an emergency situation, and to alter, rearrange, change, extend, limit or curtail its operations or any part thereof;
7. To determine the qualifications of employees for appointment, promotion, step increases, and to set standards of performance, appearance and conduct; and.
8. To formulate, change or modify Department rules, regulations and procedures, except that no rule, regulation or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement.

## **ARTICLE 5 NO STRIKE CLAUSE**

### **Section 1**

For the purpose of this contract, the term "strike" includes any strike or concerted action with others involving failure to report for duty; the willful absence from one's position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the Department for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

### **Section 2**

Neither the Union nor any employee in' the bargaining unit shall initiate, authorize, actively support or participate in a strike.

### **Section 3:**

The Department shall discipline, as deemed appropriate, any employee who engages in a strike. Any disciplinary action taken by the Department against striking employees shall not be construed as a violation by the Department of any provisions of this Agreement.

#### **Section 4**

In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of the FOP/MPD Labor Committee provided that upon notification, in writing, by the Employer of said strike, the FOP/MPD Labor Committee meets the following conditions:

1. Within no more than eight (8) hours after receipt of written notification by the Employer of any strike, the FOP/MPD Labor Committee shall publicly disavow the action by posting a notice on each Union space on Departmental bulletin boards and issuing a press release to the media stating the strike is unauthorized and unsupported by the Union:
2. The FOP/MPD Labor Committee shall in good faith promptly direct (in writing, verbally, or both) the employees in the bargaining unit to return to work notwithstanding the existence of any strike and use every reasonable effort in cooperation with the Employer to terminate the strike; and.
3. The Union's failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

### **ARTICLE 6 UNION MEMBERSHIP**

#### **Section 1**

Any employee may join or refrain from joining the Union without interference, coercion, restraint, discrimination or reprisal from the Department or the Union. An employee's right or status as an individual will not be affected because of membership or non-membership in the Union.

#### **Section 2**

This Agreement does not preclude any employee from bringing matters of personal concern to the attention of the Union or management officials without fear of reprisal or intimidation.

### **ARTICLE 7 DUES CHECKOFF**

#### **Section 1**

The Employer agrees to withhold the payment of dues or a service fee to the Union from the wages of every unit employee.

#### **Section 2**

Membership in the Union shall not be a condition of employment in the Metropolitan Police Department.

#### **Section 3**

The Employer will be held harmless against any and all claims, demands, suits or any other liability arising out of its good faith actions to implement this article.

### **ARTICLE 8 UNION/EMPLOYEE RESPONSIBILITIES**

#### **Section 1**

Neither the Union nor any employee in the bargaining unit shall conduct Union business or carry on Union activities (soliciting members, distributing literature, etc.) on Employer time or premises. Distribution of

literature or other contacts pertaining to Union business will be conducted during non-work time of both the Union representatives and members being contacted. There is to be no interference by members in a non-duty status with other employees' performance of official duty during working hours.

#### **Section 2**

The Union agrees that an employee who requests Union representation shall be represented at each stage of the grievance procedure by no more than one Union/employee representative.

#### **Section 3**

The Union, in recognition of its responsibility, agrees to train its Chief Stewards and Stewards in the scope of their duties and in the manner in which such duties are to be accomplished.

#### **Section 4**

The Union shall provide management with a current list of all Chief Stewards and Stewards and keep management informed in writing of any changes in Union representatives.

### **ARTICLE 9 RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES**

#### **Section 1**

Union employee representatives shall be selected in any manner determined by the Union from among actively employed members. The Union shall be entitled to designate not to exceed fifteen (15) Chief Stewards and not to exceed sixty-nine, (69) Stewards. Members of the Union's Executive Board, at their option, shall be assigned to the day tour of duty. Such members shall not exceed thirteen (13).

#### **Section 2**

1. The Employer shall not discriminate against any employee because of his membership or non-membership in the Union. The Employer shall not restrain or coerce any employee in the exercise of any rights granted under this Agreement, or discriminate against or take reprisals against any employee for exercising any rights granted under this Agreement.

2. The Employer recognizes that it may not transfer, change or terminate a detail or assignment of a unit member in reprisal for exercising a right under this Agreement. This section does not modify or diminish management's rights to take personnel actions under applicable regulations, Department orders, and other relevant articles in this Agreement. When a claim is made that the Employer's action has violated this Section, the Employer, upon request, shall provide a non-discriminatory reasons) for such action.

3. At the Union's option, a grievance alleging a violation of this section may be tiled directly at Step 2 (with the Chief of Police) under Article 19 of this Agreement. If the matter is not resolved in the grievance procedure, the Employer agrees, at the Union's option, to engage in grievance mediation as provided in Article 19, Section 8 of this Agreement.

#### **Section 3**

Official time shall be provided in accordance with this article to investigate, process and present grievances.

#### **Section 4**

The Employer shall provide union stewards, employees and union officials with official time in the manner hereinafter described to receive, investigate, prepare and present grievances to management.

1. Employees shall be granted official time as authorized (up to one hour per grievance as needed) upon individual request within their scheduled working hours to report grievances to their union representatives and to present grievances to management.
2. Union Stewards shall be granted up to one hour of official time per grievance to investigate, receive and present each grievance in accordance with the provisions of the negotiated grievance procedure.
3. Chief Stewards shall be entitled up to two (2) hours of official time per grievance in order to reduce the grievance to writing and to present the grievance in accordance with their responsibilities under the negotiated grievance procedure.
4. The designated Union representative shall be granted official time as needed to attend meetings of Boards provided for in this Agreement to which they are appointed and to attend conferences with management.
5. The Labor Committee Chairman shall be entitled to use up to forty (40) hours each week for the purpose of carrying out his representational responsibilities under this Agreement and applicable law. The Labor Committee Chairman shall respond to inquiries by the Department's Labor Relations Representative regarding the type and number of representational activities engaged in for a particular period; such inquiries to be reasonable in number and nature.
6. The Labor Committee Chairman and one (1) Committee Official, as permanently designated by the Chairman, shall be assigned to the day tour of duty at Departmental Headquarters for the term of this Agreement.
7. In the event a member of the Executive Board must fulfill the duties of a Steward or Chief Steward under this Article, he/she shall be entitled to the same amount of official time as would have been provided to the Steward or Chief Steward to fulfill their responsibilities under this Article.

#### **Section 5**

The Employer agrees that permission for an employee to advise his/her Union of his/her grievance or for the Union representative to hear the employee's grievance will not be unreasonably delayed: however, the Union recognizes that workload and scheduling considerations will not always allow for release of employees from their assignments, nor shall the presentation or receipt of grievances interfere with the performance and reporting requirements of employees.

#### **Section 6**

1. The following procedure shall be utilized by employees and designated Union representatives and officials requesting official time for the purposes described in Section 4.
2. When it is necessary for contacts to be made between employees and Union representatives in connection with the prosecution of a grievance, the member who desires the meeting shall request authorization from his/her immediate supervisor to be relieved from duty for this purpose. The supervisor shall be informed of the purpose of the request, the employee's destination, if he is leaving the immediate work area, the amount of time needed and the employee he/she desires to contact.

#### **Section 7**

This article does not preclude employees from selecting other than a Union representative to represent him in a grievance, except that no rival organization may represent an employee in the negotiated grievance procedure,

and provided also that if other than a Union representative is used, a representative of the exclusive organization must be given an opportunity to be present at the resolution of the grievance.

#### **Section 8**

Any persons tiling a grievance or representing an employee in a grievance shall be assured freedom from restraint, coercion, or reprisal.

#### **Section 9**

Five (5) members of the Union's negotiating team shall initially be entitled to official time for time spent at negotiation sessions that coincide with their regularly scheduled tour of duty for the purpose of negotiation of the successor collective bargaining agreement. In the event the Union desires more active employees on the negotiating team, such determination shall be subject to negotiations during ground rules bargaining.

### **ARTICLE 10 RELEASE OF INFORMATION**

#### **Section 1**

The Department shall make available to the Union upon its reasonable request any information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.

#### **Section 2**

The Parties agree that they will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of the Agreement.

#### **Section 3**

The Parties agree to pay the cost incurred in the compilation of information they request, if applicable.

#### **Section 4**

The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to Departmental General Orders, Circulars and Special Orders coded for unit personnel and a copy of the revised District Personnel Manual, inclusive of all amendments once finalized and printed.

### **ARTICLE 11 USE OF DEPARTMENT FACILITIES**

#### **Section 1**

Union Meetings . Union representatives may request the use of facilities occupied by the Metropolitan Police Department for Union meetings during non-working hours. Requests for the use of space must be made to the respective Commanding Officer. The Union agrees that reasonable care will be exercised in using the space provided and that the area will be left in a clean and orderly condition.

#### **Section 2**

Bulletin Boards The Department agrees to furnish suitable space on Departmental bulletin boards for display of Union material. All notices posted by the Union shall be signed by a Union official. The contents of the material must be related to the activities of the labor organization concerned, and may not contain personal attacks. A copy of each notice shall be sent to the Department's Labor Relations Representative.

**Section 3**

Office Space The Department agrees to furnish to the Union a suitable location in each District or at Department Headquarters which will normally be available to the Union in connection with the handling of employee grievances and complaints. If that area, however, is not then available, a like area will be made available.

**Section 4**

With specific approval, the Union may utilize Departmental mailboxes and teletype.

**ARTICLE 12  
DISCIPLINE****Section 1**

1. (a) The parties agree that discipline is a management right that has not been abridged except as specifically outlined in this article.  
  
(b) Discipline may be imposed only for cause, as defined in the Comprehensive Merit Personnel Act. D.C. Code. Section 1-617.1(d).

**Section 2**

1. Corrective Action A PD 750. a letter of prejudice and an official reprimand.
2. Adverse Action -- any fine, suspension, removal from service, or any reduction of rank or pay of any employee who is not serving a probationary period.

**Section 3**

An employee against whom corrective action is taken has the right to contest the action through Step 2 of the Grievance Procedure, beginning at the appropriate step and such action will not be subject to further appeal nor arbitration.

**Section 4**

The Department's Human Resources Officer shall take adverse action after providing the employee with written notification of the charges and proposed action and after providing the employee with fifteen (15) days to submit a written response to the charges. In the event the Department proposes termination, the employee shall have twenty-one (21) days to submit his/her response. In his/her response, the employee shall also indicate whether he/she desires a Departmental hearing.

**Section 5**

If the employee elects to have a Departmental hearing, he/she shall be entitled to be represented by an attorney licensed to practice in the District of Columbia or by a Union representative.

**Section 6**

The employee shall be given a written decision and the reasons therefore no later than fifty-five (55) days after the date the charges are preferred or the date the employee elects to have a departmental hearing, where applicable. except that:

- (a) when an employee requests and is granted a postponement or continuance of a scheduled hearing, the fifty-five (55) day time limit shall be extended by the length of the delay or continuance, as well as the number of days consumed by the hearing;



(b) when the employee requests and is granted an extension of the time allotted for answering the notice of proposed action, the fifty-five (55) day time limit shall be extended by the length of the extension of time; and

(c) when the employee agrees to an extension of time requested by the agency, the fifty-five (55) day time limit shall be extended by the length of the extension of time.

#### **Section 7**

The employee shall be given fifteen (15) days advance notice in writing prior to the taking of adverse action. Upon receipt of this notice, the employee may within ten (10) days appeal the action to the Chief of Police. The Chief of Police shall respond to the employee's appeal within fifteen (15) days. In cases in which a timely appeal is tiled, the adverse action shall not be taken until the Chief of Police has replied to the appeal. The reply of the Chief of Police will be the final agency action on the adverse action.

#### **Section 8**

Upon receipt of the decision of the Chief of Police on adverse actions the employee may appeal to arbitration as provided in Article 19. If an appeal is not taken to arbitration by the Union, the employee may appeal his/her adverse action to the Office of Employee Appeals. In cases where a Departmental hearing has been held, any further appeal shall be based solely on the record established in the Departmental hearing. In such a case, the appellate tribunal has the authority to review the evidentiary rulings of the Departmental Hearing Panel, and may take into consideration any documentary evidence which was improperly excluded from consideration by the Departmental Hearing Panel.

#### **Section 9**

The appeals allowed by Section 8 of this article shall not serve to delay the effective date of the decision by the Department.

#### **Section 10**

If the Employer suspends an officer without pay during the resolution of a criminal indictment and the criminal indictment is dropped or in any other way resolved, then the Employer agrees to return the officer to a pay status immediately or issue the notification of the charges and proposed action within thirty (30) days of the date the indictment was either dropped or resolved. Likewise, if the Employer suspends an officer without - pay after the officer has been convicted of criminal charges, the Employer agrees either to return the officer to a pay status or issue notification of the charges and proposed action within thirty (30) days of the date it removed the officer from the pay status.

#### **Section 11**

Disciplinary action will not preclude an employee from participating in the promotional process. Notwithstanding the foregoing, if, after the eligibility list is formed, a final disciplinary penalty of a suspension of twenty (20) days or greater is imposed, the member need not be promoted from that list. In addition, notwithstanding the foregoing, if after the eligibility list is formed an adverse action is proposed, the promotion may be held in abeyance pending a final disposition. If the disposition is favorable to the member, or the penalty is less than a suspension of twenty (20) days, he/she shall be promoted forthwith with back pay retroactive to the date when the member would otherwise have been promoted.

#### **Section 12**

An employee shall be given administrative - leave of up to: Ten (10) hours to prepare for his/her defense against any proposed discharge or suspension of more than thirty (30) days; four (4) hours to prepare his/her

defense against any proposed fine of suspension of ten (10) days through thirty (30) days: and, two (2) hours to prepare his/her defense against any proposed fine or suspension of less than ten (10) days. If the employee requests the assistance of a Union employee representative, the representative shall be granted administrative leave up to the same amount as the employee he/she is representing.

### **Section 13**

A District or Division Commander shall attempt to resolve a disciplinary matter after a conference with an affected employee and his Union representative (unless representation is voluntarily waived by the employee) without resorting to the steps outlined elsewhere in this Article. If discipline is recommended by an Administrative Board or by a Commander or Director other than the one to whom the employee is permanently assigned, the Conference shall be held with the Department Disciplinary Review Officer (DDRO). The following conditions apply to the conference:

1. The penalty does not exceed a fine or suspension of ten (10) days; nontraditional penalties including transfer, reassignment and change of days off are specifically permitted under this Section;
2. The affected officer voluntarily agrees to the penalty and waives all appeal rights after having been given an opportunity in the conference to present his/her side of the matter;
3. Any statements made in the conference (including proposed settlement) or actual agreement shall not be used by either party as evidence or precedent in that case or any other: except that the outcome of such a conference may be considered in the future for purposes of progressive discipline.
4. If an agreement is not reached between the affected employee and the District or Division Commander (or the DDRO, where applicable), normal disciplinary procedures shall be followed in imposing any penalty.

### **Section 14**

When a member is placed in a non-contact status pending investigation of the use of deadly force, the member will remain in non-contact until the Department's investigation is completed and submitted to the U.S. Attorney's Office for presentment to a Grand Jury. If the Department's in-house review of this investigation determines at this stage that the use of deadly force appears to be justified and reveals no other areas of concern, upon a positive recommendation from the Police and Fire Clinic regarding the Officer's physical and mental health, the Department will restore the member to a full duty status.

The Department's decision whether or not to return a member to a full duty status will not be subject to the contractual grievance procedure or any other appeal. After the Department has made the decision to return an officer to full duty status and additional information is received that would dictate a different course of action, the Department reserves the right to place that member in a non-contact status.

The decision to place an officer in a duty status at any time does not preclude the Department from conducting an administrative investigation which may result in Adverse Action.

When the Department determines to place an officer in non-contact status, the member shall not automatically be forbidden to carry his/her authorized weapon, except in the following circumstances:

1. The member is indicted by a Grand Jury;
2. The member has been found guilty by a trial board and recommended for termination;

3. The Board of Surgeons recommends that the member's authorization to carry a weapon be revoked on account of mental illness and/or an emotional or psychological condition or because a physical disability makes the member's use of a weapon hazardous: and.

4. Suspensions. except for those imposed for alleged activities carrying no demonstrated or potential threat to public safety. and disciplinary suspensions.

In all other circumstances, it shall be the Department's policy to permit an officer or sergeant to continue to carry the authorized weapon for self protection, if he/she so requests, stating that he/she has good reason to fear injury to his/her person or property. Permission need not be granted if the Chief of Police or his/her agent reasonably determines, based upon the particular facts and circumstances of the case, that the permission should be denied for reasons of public safety or welfare.

## **ARTICLE 13**

### **INVESTIGATORY QUESTIONING**

#### **Section 1**

The efficiency of the service of the Department, including internal security practices and the obligation of members to respond to questioning shall - be governed by existing Departmental policies and procedures unless abridged by this Agreement.

#### **Section 2**

1. Where (1) an employee can reasonably expect discipline to result from an investigatory interview. or (2) the employee is the target of an administrative investigation conducted by the Employer, at the request of the employee. questioning shall be delayed for no longer than two (2) hours in order to give the employee an opportunity to consult with a Union representative. If, for justifiable reason, no Union representative is available to permit such consultation within that time frame, the Employer will grant the employee additional time up to one business day to consult a Union representative prior to questioning. The Employer shall not intentionally mislead an employee or Union representative as to the purpose of an investigatory interview.

2. An employee's Union representative may be present at all investigatory questioning sessions under this Article, but may not answer questions on behalf of the employee. In no event. however, may a Union representative be present in any criminal questioning session conducted by the Internal Affairs Division (IAD). If the (AD questioning session is of an administrative nature, a Union representative may be present: provided, however, that the Department reserves the right to refuse a particular Union representative for good cause. and the employee to be questioned shall then name an alternate representative. Union representatives who attend IAD questioning sessions may discuss the subject of the questioning with the employee being questioned. Beyond this, Union representatives who attend IAD questioning sessions shall be bound by the same confidentiality restrictions as the person being questioned.

3. If disciplinary action is initiated against an employee based upon an IAD investigation, the Union representative of the employee, upon request, is entitled to have up to twenty (20) days to respond to the proposed notice of discipline. Such extension of time will toll the time limit for the Employer's final decision on the disciplinary charge under this Agreement.

#### **Section 3**

Prior to commencement of any questioning of unit members. the member shall be informed of:

- A. The type of investigation being conducted (criminal or administrative). If administrative then the specific reason or type of complaint;
- B. Whether the member is a target of the investigation if known at that time;
- C. The names) of the complainants) if known, unless this information would jeopardize the security of the investigation or the safety of the complainant or witness; and,
- D. The name, rank and assignment of the official who will ask the questions and the name, rank and assignment of persons to be present during the investigation.

#### **Section 4**

The questioning will take place at a reasonable time, unless the exigencies of the situation require otherwise in the judgment of the official in charge of the investigation.

#### **Section 5**

Questioning sessions will not consume unreasonable periods of time, without periodic rest periods to allow for meals and personal necessities.

#### **Section 6**

During the, questioning, the member shall not be subjected to scurrilous language.

#### **Section 7**

If the matter under investigation involves a violation of criminal law, at the point the investigation focuses upon the member being questioned as a principal, the member shall be advised of his/her rights under the rules of criminal procedure.

#### **Section 8**

When, in the judgment of the official in charge of the investigation, the questioning session is to be recorded, all portions of the session shall be recorded with proper notations as to when rest breaks and off the record discussion began and ended. If a recording device is used, a copy of the tape shall be made available to the Union.

### **ARTICLE 14 TRANSFERS**

#### **Section 1**

Employee (s) may be transferred from one Division or District to another Division or District for the efficiency of the service of the Department. The employee (s) shall be informed in writing by an official of the Department of the reason for his/her transfer, unless the transfer was initiated at the request of the employee. The reason given will entail an explanation which will elaborate on why the transfer is for the efficiency of the service. Such elaboration will not be the basis of a grievance by the transferred employee or any other employee affected unless it conflicts with Section 3 of this Article.

#### **Section 2**

Where possible, an employee will be given five (5) days advance notice of his/her transfer. The Department agrees that prior to the transfer of any -Union official or representative, the Union shall be given a reasonable advance notice of such transfer (not less than seven (7) days) in order to provide the Union time to designate a Union officer or representative in lieu of the transferred member.

### **Section 3**

Transfers or reassignments will not be used for discipline or reprisals, except as provided under Article 12. Section 13 - Discipline, and except the Chief of Police or the acting Chief of Police may transfer a member in a review of an appeal of adverse action in lieu of any other penalty imposed. This decision by the Chief constitutes final agency adverse action which may be further contested outside the agency as provided in other applicable articles of this agreement.

## **ARTICLE 15 LEAVE**

### **Section 1 - Funeral Leave**

Employees shall be entitled to use three (3) days, of their accrued annual leave or leave without pay (their regular scheduled day of work before the funeral, the day of and the day following the funeral) in the event of the death of a member of their immediate family. For the purpose of this article, immediate family shall mean an employee's spouse, Child, Parent, brother, sister, spouse's parent, brother, or sister; child's spouse: grandchild or grandparent.

### **Section 2 - Leave for Conventions and Union Functions**

Employee representatives, not to exceed four (4), desirous of attending conferences, luncheons or conventions of the Fraternal Order of Police shall be entitled to use their accrued annual leave or leave without pay, in accordance with the Department's established leave policy and procedures.

### **Section 3 - Leave for Membership Meetings**

The Department agrees to maintain a liberal leave and compensatory time policy for the employee representatives who are desirous of attending the membership meetings of the FOP/MPD Labor Committee:

### **Section 4**

There will be no interference with outside employment when sick leave is taken for medical and dental appointments.

### **Section 5**

Employees shall be charged sick leave for time spent while on duty seeking diagnosis and/or treatment for non-duty-related illnesses or injuries.

## **ARTICLE 16 EMPLOYEE RECORDS**

### **Section 1 - Medical Files**

An employee or his/her representative designated in writing may review his/her medical file in accordance with established Police and Fire Clinic policy and District regulations governing disclosure of such information.

### **Section 2 - Official Personnel Folders**

1. The Official Personnel Folder of an employee shall be disclosed to him/her or to his/her representative; designated in writing, in the presence of a representative of the Department, in accordance with District regulations concerning the release of such information.

2. The contents of Official Personnel Folders shall be maintained as prescribed by governing District, regulations.

### **Section 3**

The Department, upon written request of an employee, will remove from the Personnel Folder investigative reports which, upon completion of the investigation are classified "exonerated" and/or "unfounded." Complaints against employees that are pending Department review, or that have been classified as "exonerated" and/or "unfounded" shall not be used to support a current allegation of wrongdoing or proposed penalty against an employee.

## **ARTICLE 17 JOINT SAFETY COMMITTEE**

### **Section 1**

The Department and the Union agree to establish a standing Joint Safety Committee which shall meet every three (3) months, or more often at the request of either party, to review safety conditions: to discuss matters of mutual interest and benefit pertaining to safety: and to make recommendations for improvement of safety conditions to the Chief of Police.

### **Section 2**

The Joint Safety Committee shall consist of not more than three (3 ) individuals appointed by the Department and three (3) individuals appointed by the Union, who shall be selected annually to serve on the Committee for a period of one ( 1 ) year. The Union shall notify the Chief of Police in writing of the names and work locations of their appointees and the names and work locations of a designated alternate for each standing member.

### **Section 3**

A summary report of the Committee's meetings) shall be submitted quarterly to the Chief of Police. If additional meetings are held, summary reports of those meetings shall also be submitted. The recommendations of the committee, including dissenting or additional recommendations by individual committee members: shall be submitted in writing to the Chief of Police subsequent to each meeting.

### **Section 4**

The Chief of Police shall, within twenty (20) days from receipt of the recommendations of the Committee, advise the Committee in writing of Section 4

### **Section 5**

The members of the; Joint Safety Committee by the Union shall be granted official time to attend meetings when they occur during regular working hours of the employees. The Union shall notify the Department's Labor Relations Representative at least one day in advance of any scheduled meeting if as alternate will attend in the absence of the appointed member.

### **Section 6**

Disputes arising under dim state shell not be subject to the negotiated Grievance Procedure.

## **ARTICLE 18 UNION REPRESENTATIVES ON BOARDS**

The Union shall be entitled b have one voting member sit on the Uniform and Equipment Board. The Union shall notify the Chief of Police in writing within thirty (30) days from the effective date of this Agreement of the name and work location of the individual selected by the Union to serve on the Board and the name and work location of an alternate to service is the of the standing member.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

### **A. PURPOSE**

The purpose of this grievance procedure is to establish machinery for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation, misapplication or misinterpretation of the terms of this Agreement shall constitute a grievance under the provisions of this grievance procedure. Grievances not alleging violations of the contract may be grieved in accordance with the internal agency grievance procedure as set forth in Chapter 16 of the D.C. Personnel Regulations.

### **B. PRESENTATION OF GRIEVANCES**

#### **Section 1**

A grievance may be brought under this procedure by one or more aggrieved employees with or without Union representation.

1. If a grievance involves all the employees in the bargaining unit, the grievance may be filed by the Union as a class grievance directly at Step 2 of the grievance procedure. It is understood that grievances filed by the union as class grievances will be processed only if the issue raised by the grievance is the same to all employees involved.

2. If a grievance involves a group of five (5) or more employees, the grievance may be filed on behalf of the group by the Union Chairman at the lowest level capable of resolving the grievance. The grievance shall be signed by the Union Chairman and at least one (1) employee of the group and shall be in accordance with the same time limits and other requirements as if it were an individual grievance.

#### **Section 2**

A grievance shall not be accepted by the Department or recognized as a grievance under the time of this Agreement unless it is presented by the employee to management at the Oral Step of this procedure not later than ten (10) days from the date of the occurrence giving rise to the grievance or within ten (10) days of the employee's knowledge of its occurrence, or in the case of class grievances, by the Union not later than thirty (30) days from the date of the occurrence giving rise to the grievance or within thirty (30) days of the Union's knowledge of its occurrence at Step 2 of the grievance.

#### **Section 3**

A grievance not submitted by the employee within the time limits prescribed for each step of the procedure shall be considered satisfactorily settled on the basis of the last decision received by the employee which shall not be subject to further appeal, nor shall the Union be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the time limits specified at any step shall enable the employee to pursue the grievance at the next higher step of the procedure.

#### **Section 4**

The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties thereto, but if not so waived must be strictly adhered to.

## **C. PROCEDURAL STEPS**

### **Informal Step**

The aggrieved employee, with or without his Union Steward shall meet with the official at the lowest level capable of resolving the grievance, who is not a member of the certified bargaining unit, and orally discuss the grievance. If the official lacks the authority to resolve the grievance, he shall refer the employee to the appropriate management official. The official shall make a decision and orally communicate this decision to the employee with three (3) days from the initial presentation of the grievance.

### **Step 1**

#### **Section 1**

If the grievance is not resolved informally, the employee shall submit a written grievance to his/her Commanding Officer within seven (7) days following the informal response. The specific written grievance presented at Step 1 shall be used solely and exclusively as the basis for all subsequent steps. The employee shall be represented at Step 1 by his/her Steward. The written grievance at this step and all thereafter shall contain the following:

1. A statement of the specific provisions) of the Agreement alleged to have been violated, misapplied or misinterpreted;
2. The manner in which the provision is purported to have been violated, misapplied or misinterpreted;
3. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
4. The specific remedy or adjustment sought;
5. Authorization for the Union or other employee representative, if desired by the employee, to act as his/her representative in the grievance; and,
6. Signature of the aggrieved employee.

If the grievance does not contain the required information, the grievant shall be notified and granted five (5) days from the receipt of the notification to resubmit the grievance. Failure to resubmit the grievance as required within the five (5) day period shall void the grievance.

#### **Section 2**

The employee's Commanding Officer shall respond in writing to this grievance within seven (7) days of its receipt. The written response shall contain the following:

- (a) An affirmation or denial of the facts upon which the grievance is based;
- (b) An analysis of the alleged violation of the Agreement;
- (c) The remedy or adjustment, if any, to be made; and,
- (d) Signature of the appropriate management representative.



## **Step 2**

1. If the grievance is not resolved at Step 1, the employee shall submit a written grievance to the Chief of Police within seven (7) days following receipt of the Commanding Officer's response. The written grievance filed at this step need not be signed by the employee. The Chief of Police, or his/her alternate, shall respond in writing to the grievance within seven (7) days of its receipt.

2. Class grievance shall be submitted by the Union in writing at this step of the grievance procedure as provided for in part B. Section 1.1 of this article and shall contain the following:

- (a) A statement of the specific provisions of the Agreement alleged to have been violated;
- (b) The manner in which the provision is purported to have been violated;
- (c) The date or dates on which the alleged violation occurred;
- (d) The specific remedy or adjustment sought;
- (e) A statement that the grievance involves all employees in the bargaining unit and that the issue or issues raised by the grievance are the same as to all employees involved;
- (f) Signature of the Chairman of the FOP/MPD Labor Committee; and.
- (g) The required information must be furnished in sufficient detail to identify and clarify the matter at issue which forms the basis for the grievance. If the grievance does not contain the required information, the Chairman of the FOP/MPD Labor Committee shall be notified and granted five (5) days from receipt of the notification to resubmit the grievance. Failure to resubmit the complaint as required within the five (5) day period shall void the grievance.

The Chief of Police or his/her alternate, shall respond in writing to the class grievance within twenty-one (21) days of its receipt.

## **D. GENERAL**

### **Section 1**

The Department and the Union agree that every effort will first be made to settle the grievance within the Department and at the lowest possible level.

### **Section 2**

The employees in the unit and the Union shall follow the procedures as forth in this article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievances. If either breaches this provision, the right to invoke the provisions of this article as to the incident involved shall be forfeited

### **Section 3**

The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.

### **Section 4**

The fact that a grievance is raised by an employee, suits of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used

in any recommendation for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

#### **Section 5**

If an employee is given a directive by a supervisory authority which he believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, nor will his compliance affect the resolution of the grievance.

#### **Section 6**

The presentation and discussion of grievances provided for in this shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend. No witnesses shall be heard unless their relevancy to the case has been established. Such witnesses shall be present only for the time necessary for them to present personal testimony. When the presentation and discussion of grievances or hearing as provided for in this procedure are held during the normal working hours of the participants, all employees who are entitled to be present shall be excused with pay for that purpose.

#### **Section 7**

No recording device shall be utilized during any step of this procedure. No person shall be present at any step for the purpose of recording the discussion.

### **E. ARBITRATION**

#### **Section 1**

The parties agree that arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the Grievance Procedure and is the agreed to method of appealing adverse actions, where the penalty exceeds five (5) days, as defined in Article 12 (Discipline).

#### **Section 2**

Within fifteen (15) days of the decision of the Chief of Police on an adverse action or grievance, the Union, on behalf of an employee or employees, may advise the Chief of Police in writing, signed by the aggrieved employee, of its demand for arbitration or request to utilize the Grievance Mediation procedure. The parties agree to meet at least once in a last attempt at conciliation. Should conciliation fail to settle the dispute, the parties will attempt to agree on a statement of the issue for submission to arbitration/mediation. If the parties are unable to agree on a joint statement of the issue the arbitrator/mediator shall be free to determine the issue.

#### **Section 3**

If the Department believes the issue is not arbitrable and the Union disagrees or if agreement cannot be reached on a joint stipulation of the issue, each party shall submit its own statement of the issue to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall be selected by the parties from a panel or panels submitted by the American Arbitration Association.

#### **Section 4**

Submissions to arbitration shall be made within ten (10) days from any attempt at conciliation.

#### **Section 5**

1. The arbitrator shall hear and decide only one grievance or appeal in each case.

2. The parties to the grievance or appeal shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
3. The hearing on the grievance or appeal shall be informal and the rules of evidence shall not apply. The hearing shall not be open to the public or persons not immediately involved unless all parties to the same agree. All parties shall have the right at their own expense to legal and/or stenographic assistance at this hearing.
4. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the precise issue submitted for arbitration.
5. Arbitration awards shall not be made retroactive beyond the date of the occurrence of the event upon which the grievance or appeal is based.
6. The arbitrator shall render his/her decision in writing, setting forth his/her opinion and conclusions on the issues submitted, within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement.
7. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expense of the arbitrator shall be borne by the losing party, which shall be determined by the Arbitrator.

#### **Section 6**

Either party may file an appeal from an arbitration award to the PERB. not later than twenty (20) days after the award is served for reasons which show that:

1. The arbitrator was without authority or exceeded the jurisdiction granted;
2. The award on its face is contrary to law and public policy; or
3. Was procured by fraud, collusion or other similar and unlawful means.

Within two (2) business days of its receipt of an arbitration award, the Employer shall transmit the award to the Director of the DC Office of Labor Relations and Collective Bargaining (OLRCB). Prior to an appeal being filed with the Public Employee Relations Board (PERB), the OLRCB and the Employer shall afford the Union the opportunity to discuss any reasons why the award should not be appealed. The Director of OLRCB shall determine whether the arbitration award shall be appealed to PERB.

#### **Section 7**

In lieu of the arbitration procedures in this article, the parties may by mutual agreement, refer a particular grievance to expedited arbitration. The parties shall meet and select from the list of approved arbitrators, the arbitrator with the first available date. The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcript, no formal Rules of Evidence and the arbitrator shall issue a decision within five (5) days after the close of the hearing. The decision is binding on the parties.

#### **Section 8: Grievance Mediation**

- a. The purpose of this Grievance Mediation procedure is to provide on an experimental basis, an innovative method by which the parties may mutually reach satisfactory solutions to grievances prior to the invocation of arbitration. The parties recognize the necessity of carefully considering the circumstances of the particular grievance in deciding whether to utilize this procedure. This

experimentation, while broadening the channels of grievance resolution, must comply with District of Columbia laws, rules and regulations and -the negotiated Grievance Procedure and shall only be invoked upon mutual agreement of the parties in writing on a case-by-case basis.

b. Selection

(1) Should the parties fail to resolve the grievance utilizing the Grievance Procedure set forth above (Section C), the parties may within ten (10) days after the Union's request for Grievance Mediation pursuant to Section E, 2 mutually agree to utilize the Mediation process as set forth below.

(2) A joint request shall be submitted to the Federal Mediation and Conciliation Service that Grievance Mediation services be provided. The mediator selected must have demonstrated expertise in public sector labor relations and in Grievance Mediation/Arbitration.

c. Mediation Procedures:

(1) Each party shall have representation at the mediation session.

(2) The grievant(s) shall be present at the mediation session. In the case of a class or group grievance, a maximum of three (3) grievants shall be present as representatives of the class or group.

(3) The parties shall submit, respectively, a written statement of their positions to the mediator. Oral arguments shall be presented, however, briefs shall not be submitted.

(4) Mediation sessions shall be informal: the rules of evidence shall not apply.

(5) No record of the session shall be made.

(6) During the session, the mediator may meet individually or jointly with participants, however, *he/she is not authorized to compel or impose settlement.*

(7) The mediation session shall not exceed one (1) day unless the parties agree otherwise.

d. Mediation Conclusion:

(1) Within ten (10) days of the mediation proceeding's termination, the mediator shall render a signed settlement agreement if the parties so settled.

(2) The parties shall sign their respective copies of the settlement agreement and return them to the mediator within five (5) days of its receipt.

(3) Should an agreement not be reached by the conclusion of the session, the mediator shall immediately provide an oral advisory opinion which the parties may consider in negotiating an agreement themselves.

(4) Should both parties accept the advisory opinion and/or a settlement, it shall not have precedent setting value unless mutually agreed to on a case-by-case basis.

(5) Should mediation and any further negotiations among the parties fail to resolve the matter, the arbitration proceedings in accordance with Section E, 2 may be invoked by the Union within five (5) calendar days of the termination of the Mediation session.

(6) The same mediator shall be barred from arbitrating the grievance in a subsequent arbitration proceeding or testifying in a subsequent arbitration proceeding.

(7) Documentation pertaining solely to the Mediation Process including evidence, settlement offers or the mediator's advisory opinion shall be inadmissible as evidence in any arbitration proceeding.

(8) The fees and expenses of the mediator shall be shared equally by the parties.

## **ARTICLE 20 SPECIAL ASSIGNMENTS**

Special Assignment vacancies shall be posted and shall be filled in accordance with applicable Department orders.

## **ARTICLE 21 FUNERAL EXPENSES**

A member who dies in the line of duty will be eligible for \$800 total to defray funeral expenses.

## **ARTICLE 22 VOLUNTARY CHANGES IN SHIFTS AND DAYS OFF**

Subject to management approval, employees will be allowed to exchange shifts and/or days off provided:

1. The change does not result in overtime or violation of the basic work week;
2. The change is between employees in the same classification and Police District; and,
3. The exchange is limited to five (5) times per calendar year.

## **ARTICLE 23 TARDINESS**

### **Section 1**

The parties agree that members of the unit shall be punctual in reporting for all duty assignments.

### **Section 2**

Each instance of tardiness shall be recorded in members' personnel folders regardless of any reason for reporting after the time due. These reports shall be removed from the personnel folder one year from the date of the tardiness.

### **Section 3**

In each instance of tardiness the member shall be charged hour for hour leave without pay. The minimum charge of leave without pay shall be one (1) hour during which time the member shall not be required to assume his assignment.

### **Section 4**

Disciplinary action will be taken against any member who reports late more than six (6) times within a one (1) year period or who is absent without leave for more than four (4) hours.

### **Section 5**

Those instances wherein a member is on duty and is late or fails to appear for an assignment shall be considered dereliction's of duty and as such, discipline may be administered as provided for in Article 12 of the Agreement.

### **Section 6**

The Department's current call-in leave procedure shall remain in effect.

## **ARTICLE 24 SCHEDULING**

### **Section 1**

Each member of the Bargaining Unit will be assigned days off and tours of duty that are either fixed or rotated on a known regular schedule. Notice of any changes to their days off or tours of duty shall be made fourteen (14) days in advance. If notice is not given of changes fourteen (14) days in advance the member shall be paid, at his or her option, overtime pay or compensatory time at the rate of time and one half.

### **Section 2**

The Chief or his/her designee may suspend Section 1 on a department wide basis or in an operational unit for a declared emergency, for crime, or for an unanticipated event.

### **Section 3**

Changes in scheduled days off will not be used for discipline except as provided in Article 12. Section 14 of this Agreement.

## **ARTICLE 25 SENIORITY**

Where objective considerations are equal, seniority shall be used as the tie breaker in assigning days off, vacations, and assignments. "Objective considerations" include, but are not limited to such matters as: ability; skill; and qualifications for an assignment; and, suitability and availability of other qualified members of the bargaining unit in the case of days off and vacations. Seniority is defined as time in grade for Sergeants and Officers. For those receiving tech pay (including D-1's and D-2's), seniority is defined as time in the position carrying tech pay.

## **ARTICLE 26 TEMPORARY DETAILS AND ACTING PAY**

### **Section 1**

When the Department temporarily details a member and when the member returns to his/her original unit, the member shall be reassigned to his/her original assignment and days off.

### **Section 2**

An employee detailed or assigned to a position carrying additional compensation for more than 90 consecutive days shall receive the higher rate of pay beginning the first full pay period following the 90 day period.

### **Section 3**

Management shall take measures to ensure that an employee assigned or detailed to a higher-graded position is not arbitrarily removed from the detail and then reinstated to the detail in order to avoid acting pay in accordance with Section 2, above.

### **Section 4**

Details or assignments to a higher-graded position shall not be used as a pre-selection device for permanently filling the position. The permanent filling of the position shall be made in accordance with existing promotional procedures.

### **Section 5**

A report will be submitted bi-weekly to the Union identifying by name and assignment those union employees detailed to special assignment positions as designated by General Order 201.4.

### **Section 6**

Nothing in this Article will preclude the Department and the Union from mutually agreeing to waive these provisions for unusual circumstances.

### **Section 7**

Upon selection of an employee for a detail to a higher-graded position, the selecting official shall issue a written justification to the record for the selection. The justification shall not be subject to an appeal or grievance.

## **ARTICLE 27 PERFORMANCE EVALUATION**

General Order 201.20, Performance Rating Plan, effective October 1, 1997 and any properly negotiated changes, shall be the sole method used to evaluate the performance of Bargaining Unit members.

## **ARTICLE 28 POLYGRAPH EXAMINATIONS**

Refusal to take a polygraph examination will not be a basis for disciplinary action.

**ARTICLE 29  
BLOOD DONATION**

Unit members donating blood to the American Red Cross during work time will be allowed up to five (5) hours administrative leave.

**ARTICLE 30  
OVERTIME/COMPENSATORY TIME**

*This article is recognized by the parties to be inoperative as the result of orders from the District of Columbia Financial Responsibility and Management Assistance Authority restricting the employees of the Metropolitan Police Department to the provisions of the Fair Labor Standards Act with respect to overtime pay.*

**Section 1**

To the extent the Fair Labor Standards Act permits the Employer to substitute compensatory time for overtime payment, its agreed that the Employer may make that substitution in the manner provided by that Act.

**Section 2**

To the extent that the Employer's present policies, procedures and practices equal or exceed the requirements of the Fair Labor Standards Act, those policies, procedures, and practices shall remain in effect, except as otherwise provided herein.

**Section 3**

For the purpose of determining entitlement to compensatory time and overtime pay, all hours of work performed outside the basic work week and the basic work day shall be deemed overtime hours.

**Section 4**

Whenever a member of the bargaining unit is entitled to compensatory time off for overtime worked, he shall receive compensatory time at a rate of 1.5 hours of compensatory time for each hour of work performed.

**Section 5**

Compensatory time earned prior to Fair Labor Standards Act entitlement shall be accrued and, administered in accordance with existing Departmental Orders, and shall be maintained separate and apart from compensatory time earned pursuant to the banking provisions of the Fair Labor Standards Act.

**ARTICLE 31  
DENTAL INSURANCE**

**Section 1**

The Employer agrees to contribute no more than \$12.09 per month as the premium for self coverage and \$25.92 per month as the premium for family coverage in an approved dental plan for Fiscal Year 1998; and increase the contributions on October 1 of each successive year of the agreement by the same percentage as the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics, United States Department of Labor for the preceding year.



## **Section 2**

The Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of implementation and administration of the Plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, so that the benefit provider shall bear all administrative costs.

## **Section 3**

To be selected for a contract, a future benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and a District bank account.

## **Section 4**

The provisions of this Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon.

## **Section 5**

The parties shall meet to develop procedures to implement these benefit programs which shall be binding upon the benefit provider. The procedures shall include an enrollment process, and coordination of benefits in a form that is customary in the health care industry. The benefit provider for dental services shall be responsible for identifying to the Employer, after enrollment, the names and number of employees to be carried under single and family status. The Employer shall not make dual premium payments for employees who are married and are both in the bargaining unit.

# **ARTICLE 32 OPTICAL INSURANCE**

## **Section 1**

The Employer agrees to contribute no more than \$8.68 per month as the premium for each member in an approved optical plan for Fiscal Year 1998; and increase the contribution on October 1 of each successive year of the agreement by the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding year.

## **Section 2**

The Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which will be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the Plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

## **Section 3**

The parties shall meet to develop procedures to implement these benefit programs which shall be binding upon the benefit provider. The procedures shall include an enrollment process, and coordination of benefits in a form that is customary in the health care industry.

**Section 4**

The provisions of the Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

**Section 5**

To be selected for a contract, a first time benefit provider must. maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

**ARTICLE 33  
PREPAID LEGAL PLAN**

**Section 1**

The Employer agrees to contribute no more than \$10.68 per month as the premium for each member in an approved legal plan for Fiscal Year 1998, and increase the contribution on October 1 of each successive year of the agreement by the same percentage as the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics. United States Department of Labor, for the preceding year.

**Section 2**

The Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

**Section 3**

The parties shall meet to develop procedures to implement these benefit programs which shall be binding upon the benefit provider. The procedure shall include an enrollment process.

**Section 4**

The provisions of this Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

**Section 5**

To be selected for a contract the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes: have service providers in the District: and maintain a District bank account.

**ARTICLE 34  
HEALTH**

The City shall continue to pay the maximum amount allowable contribution of health premiums pursuant to Federal law for both single and family coverage.

## **ARTICLE 35 WAGES**

### **Section 1**

The basic salaries for all members of the bargaining unit shall be increased by 5% effective the first pay period on or after February 1, 1998.

### **Section 2**

The basic salaries of all members of the bargaining unit who achieve satisfactory performance as defined by General Order 201.20 (effective October 1, 1997) shall be increased by 5% effective, the first pay period on or after October 1, 1998.

### **Section 3**

The basic salaries of all members of the bargaining unit who achieve satisfactory performance as defined by General Order 201.20 (effective October 1, 1997) shall be increased by 3% effective the first pay period on or after October 1, 1999.

### **Section 4**

The existing salary/step schedule shall continue.

## **ARTICLE 36 RETENTION DIFFERENTIALS**

### **Section 1**

Effective the first day of the first pay period beginning on or after October 1, 1990, a base retention differential (BRD) shall be continued. Each bargaining unit member in active service on or after the effective date of this Article who has completed, or completes, 20 years of service under the Police Service salary schedule shall receive, per annum, a five percent (5%) base retention differential computed on his/her rate of pay prescribed in the Police Service salary schedule. A bargaining unit member is entitled to receive the BRD only as long as he/she is in active service. The BRD shall be considered basic pay for the purposes of retirement, life insurance and other forms of premium pay. The BRD shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

### **Section 2**

Effective January 1, 1993, the employer shall pay each and every member of the bargaining unit who has completed or completes his/her probationary period a four and two tenths percent (4.2%) per annum retention allowance computed on his/her adjusted rate of pay prescribed in the Police Service salary schedule. Bargaining unit members are entitled to receive the retention allowance only as long as they are in active service. The retention allowance shall be considered basic pay for the purposes of retirement, life insurance and other forms of premium pay. The retention allowance shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

## **ARTICLE 37 SHIFT DIFFERENTIAL**

All employees covered by this agreement are entitled to pay at their scheduled rate plus a differential of 3% for regularly scheduled non-overtime work when the majority of their work hours occur between 3 p.m. and midnight: or 4% of their scheduled rate if the majority of their work hours occur between 11 p.m. and 8 a.m.

**ARTICLE 38**  
**TECH PAY AND OTHER CURRENT SPECIAL DUTY**  
**AND SKILL PREMIUMS**

Effective the first pay period on or after October 1, 1987. Tech Pay will be \$1.250 per year.

Special duty and skill premium pay shall be \$2.710.

**ARTICLE 39**  
**CLOTHING ALLOWANCE**

**Section 1**

The clothing allowance for Officers and Detectives assigned to plain clothes shall be \$450 per year, payable in two payments no later than April 15 and October 15 of each year. The clothing allowance for casual clothes officers shall be \$22.5 per year, also payable twice yearly in April and October.

**Section 2**

Eligibility shall be based solely on the unit or position to which the member is assigned or detailed.

**ARTICLE 40**  
**DISTRIBUTION OF AGREEMENT**

**Section 1**

A copy of this Agreement and any supplemental Agreement reached hereunder shall be furnished by the Employer to all employees in the unit represented by the Union. The copy shall contain an alphabetical index. It shall also contain as an addendum to the contract an unofficial complete pay schedule for both ranks in the bargaining unit. It is agreed that the cost of printing this Agreement shall be shared equally by the parties.

**Section 2**

The Union Chairman or his/her designee shall be given an opportunity to meet with all new employees in the unit for one hour during the orientation session. The Employee agrees to furnish copies of this Agreement to all new employees.

**ARTICLE 41**  
**ADMINISTRATIVE LEAVE FOR OFF DUTY JOB RELATED**  
**ACTIVITIES**

Administrative leave will be granted to employees participating in events related to his or her duties as a police officer, provided approval for such participation is granted in advance in accordance with Departmental orders. In accordance with District Personnel Manual Instruction No. 11 B-21. Item 3. Section (d) (2), dated March 12, 1997, and Special Order, Subject: Overtime Compensation, dated March 28, 1997, administrative leave will no longer be non-worked, as it will prevent a member from reaching the 171 hour threshold during the 28 day FLSA cycle.

**ARTICLE 42**  
**CHARITABLE CONTRIBUTIONS**

The parties recognize that charitable contributions are purely voluntary in nature.

**ARTICLE 43**  
**PHYSICAL FITNESS**

The union recognizes the Department's right to establish physical fitness standards applicable to new applicants. With respect to current employees of the Bargaining Unit, the parties agree to jointly develop physical fitness standards for all members of the Department. When the standards are developed, the parties will complete negotiations within 90 days linking the standards to pay increases.

**ARTICLE 44**  
**EMPLOYEE ASSISTANCE PROGRAM**

**Section 1**

The Employee Assistance Program in place when this Agreement was negotiated shall remain in effect throughout its term.

**Section 2**

The Employer agrees to contribute no more than \$10.27 per employee, , per month for Fiscal Year 1998 and increase the contribution on October 1 of each successive year of the agreement by the same percentage as the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding year.

**Section 3**

Upon expiration of the existing contract, the Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer shall be held harmless from any liability arising out of the implementation and administration of the Plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

**Section 4**

The parties shall meet to develop procedures to implement these benefit programs which shall be binding upon the benefit provider. All members of the bargaining unit shall be enrolled.

**Section 5**

The provisions of this Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

**Section 6**

To be selected for a contract, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

**ARTICLE 45**  
**CATASTROPHIC ILLNESS/INJURY DONATION PROGRAM**

There shall be established a joint labor-management Committee consisting of three (3) members from each party whose purpose will be to establish guidelines, rules and operating procedures for this Program. The Committee shall also be responsible for the ongoing operation of the Program and shall be empowered to make revisions in the guidelines/procedures and decisions regarding the granting or denial of leave donations for both donors and recipients.

It is further agreed that where there is no majority decision within the Committee on any matter, such issue shall be submitted to the Assistant Chief for Administrative Services (ASO) for final ruling. It is further agreed that decisions, interpretations, and applications of this Section rendered by the Committee or the ASO are final and binding and not subject to any grievance or appeal in any forum. This Program shall be an experimental pilot program that shall begin after the Committee has finalized its rules and procedures and shall lapse upon the expiration of this Agreement unless expressly renewed upon mutual agreement of the parties. The parties agree that the Committee shall be bound by the following conceptual principles in developing implementing rules and procedures:

This Article is hereby expressly renewed by the parties.

- a. Potential recipients of the Program will only be considered provided medical documentation is produced supporting a claim of catastrophic illness or injury:
- b. Recipients must have exhausted all sick leave, annual leave, compensatory leave and any advanced leave that may be advanced by the Department;
- c. A recipient shall keep any unused portion of donated leave in his/her sick leave balance provided that such unused portion will not be used for calculating any additional retirement annuity:
- d. Only annual leave may be donated for this Program:
- e. Annual leave must be donated in four (4) hour increments:
- f. Once donated, such annual leave is forfeited by the donor whether used or not by the designated recipient:
- g. This program will only be utilized on an individual case-by-case basis.

**ARTICLE 46**  
**BACK PAY**

The Employer shall issue to members their back pay checks within forty-five (45) days from the date of the final determination that they are entitled to reimbursement. In the event the FOP arbitrates a claim of failure to comply with this Article the arbitrator is expressly authorized to order the Employer to pay interest to the affected employee from the date of the determination of entitlement to back pay until payment is or has been made.

## **ARTICLE 47 SAVINGS CLAUSE**

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, by the District of Columbia Financial Responsibility and Management Assistance Authority or by decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## **ARTICLE 48 DURATION AND FINALITY OF AGREEMENT**

### **Section 1**

This Agreement shall remain in full force and effect until September 30, 2000, subject to the provisions of Section 1715 of the Act. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

### **Section 2**

The parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. The Department and the FOP/MPD Labor Committee agree to waive the right to negotiate with respect to any subject or matter referred to or covered or not specifically referred to or covered in this Agreement. for the duration of this contract.

### **Section 3**

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.) the provisions of this Agreement may be suspended by the Mayor during the time of emergency.

### **Section 4**

This Agreement shall remain in effect until September 30, 2000, after approval as provided in Section 1715 of the Act, and will be automatically renewed for one (1) year periods thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement one hundred and fifty (150) days prior to its anniversary date. In the event that either party requests modification of any Article or part of any Articles or the inclusion of additional provisions, only the related Articles or part of the Articles shall be affected and the unrelated Articles and/or parts of Articles shall continue in full force and effect.

### **Section 5**

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control. However, when a Departmental order or regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiation.

### **Section 6**

Any and all agreements with the Employer shall be reduced to writing and signed by both parties: provided, however, that the Agreement shall not be binding upon the Labor Committee unless and until a majority of the dues paying members in good standing present and voting at a special meeting called solely for such purpose, shall ratify such Agreement by secret ballot vote. Every agreement entered into by the Labor Committee shall contain language setting forth the above requirement for bargaining unit ratification.

## **MEMORANDUM OF UNDERSTANDING**

### **Re: Roll Call Announcements**

*This Memorandum of Understanding supplements Article VIII of the collective bargaining agreement between the DC FOP MPD/Labor Committee and the Metropolitan Police Department. The parties thereto agree as follows:*

Upon receiving a prior request from a Union representative, the Employer will permit a Union representative to make informational announcements to members during roll call for a brief period. The contents of the announcements must be related to the activities of the labor organization concerned, and will not be disruptive or contain personal attacks. The employer may postpone the making of such announcements for operational needs.

## **MEMORANDUM OF UNDERSTANDING**

*This Memorandum of Understanding supplements Article 35 of the Collective Bargaining Agreement between the FOP/MPD, Labor Committee and the Metropolitan Police Department. The parties thereto agree as follows:*

*There are no funds identified in the FY99 Budget for the District of Columbia for the pay increase negotiated for FY98. Further, the parties agree to work together to identify and provide funds for the agreed upon FY98 increase.*





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
METROPOLITAN POLICE DEPARTMENT

FEB 11 2002

Gerald G. Neill, Chairman  
Fraternal Order of Police MPD Labor Committee  
1524 Pennsylvania Avenue SE  
Washington, D.C. 20003

EXHIBIT

3

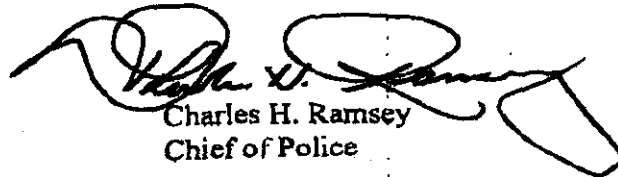
RE: GROUP GRIEVANCE/SID/OSD

Dear Mr. Neill:

This is to acknowledge receipt of your Group Grievance concerning the reorganization of the Special Investigation Division wherein you request rescission of the reorganization and that the Department immediately engage in impact bargaining.

The Department will engage in impact bargaining as soon as the Union submits its proposals. However, there will be no rescission of this management right.

Sincerely,



Charles H. Ramsey  
Chief of Police

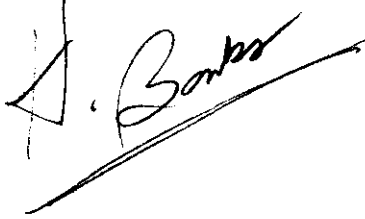
cc: Terrance W. Gainer  
Brenda S. Wilmore

METROPOLITAN POLICE  
DEPARTMENT

## Certificate of Service

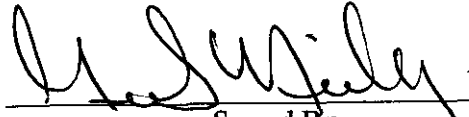
This is to certify that a copy of this complaint and its attachments were hand delivered to the office of:

OFFICE OF THE CHIEF  
OF POLICE



Charles Ramsey  
Chief of Police  
Room 5080  
300 Indiana Ave. N.W.  
Washington, D.C. 20001

2/15/2002  
Date Served



Served By

CHAMBER FOP.